

REMARKS

This Application has been carefully reviewed in light of the Final Office Action mailed June 25, 2007. At the time of the Office Action, Claims 1-37, 51 and 52 were pending in this Application. Claims 1-37, 51 and 52 were rejected. Claims 38-50 were cancelled due to earlier election/restriction requirements. Applicant respectfully requests reconsideration and favorable action in this case.

Rejections under 35 U.S.C. § 102

Claims 1-37, 51 and 52 were rejected by the Office Action under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 7,069,242 by Sheth et al ("Sheth"). Applicant respectfully traverses and submits the cited art does not teach all of the elements of the claimed embodiment of the invention.

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987). Furthermore, "the identical invention must be shown in as complete detail as is contained in the ... claim." *Richardson v. Suzuki Motor Co. Ltd.*, 868 F.2d 1226, 1236, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989). Applicant respectfully submits that the art cited as anticipatory by the Office Action cannot anticipate the rejected Claims, because the cited art does not show all the elements of the present claims.

Sheth does not disclose the requirements of independent claims 1, 51 and 52. The Office Action maintains that the independent claims are broad and do not distinguish the cited art in Sheth. Final Office Action mailed June 25, 2007, page 2-3, para. 2, para. 6 ("FOA"). However, the Sheth reference is insufficient as prior art to anticipate all the elements of the present claims. The Sheth reference concerns a method for an electronic marketplace for services that a seller can provide to a buyer in a shared workspace. The present application, however, is directed towards a method for individual-centric use of the Internet, and is not anticipated by Sheth's

method for a buyer to request and for a seller to provide services requested by a buyer on the Internet. *See* Sheth, Abstract.

Several limitations in independent claims 1, 51 and 52 distinguish the Sheth reference from the present claims. Sheth, for example, does not disclose a “personal base instance” as required by the independent claims. The Office Action cites “the project that is generated by application 204” as disclosing the above limitation. *See* FOA, page 2, para. 4; Sheth, 4:19-24, 7:26-32. The “project” referenced in Sheth does not disclose an “instance” as required by the independent claims. The “project” is “initiated using the website 102” by a buyer and a website application generates a “workspace 300” for the project. Sheth, 4:20-23. The “buyer” in Sheth “specifies 1002 the project details,” “upload[s] relevant files,” and “posts the project.” Sheth, 7:28-34. These characteristics are distinguishable from a “personal base instance” as required in the independent claims. These traits only allow a seller to view a web posting of a buyer and then make an offer to the buyer to provide the service requested. Sheth, 7:26-32. The project is not a “personal base instance” as required by the independent claims; it is a workspace generated by a buyer *each time* the buyer requests a service by a seller. Sheth, 4:19-24. There is no indication that information from previous projects are virtually stored for later use. Accordingly, Sheth fails to disclose a “personal base instance” as required in the independent claims.

Sheth also fails to disclose “said personal base instance being constructed and arranged to communicate with a user” as required by independent claims 1, 51 and 52. Sheth discloses two-way communication in between buyers and sellers, not between users and projects. Sheth, 7:26-32. Further, a buyer posting details regarding the specifics of a project on a workspace generated for the project is one-way communication, as there is no ability for the project to send out its own communication. *Id.* Essentially, the application workspace for the project only provides communication tools for users to communicate, not for the project to communicate with the users. Sheth, 3:65-4:2; 7:26-32. Sheth’s disclosures of simple two-way communications among Internet users and placing a web posting are too generic to anticipate a “personal base instance being constructed and arranged to communicate with a user.”

Further, Sheth does not disclose “a personal base server” and the “personal base server constructed and arranged to communicate with said personal base instance” as required by the

independent claims. The Office Action alleges that the claim language is indistinguishable from the prior art of web servers cited in Sheth. FOA, pages 2-3, para. 6. The web server cited in Sheth is one of three components included in the website, other components include an application and a database. 3:63-65. The only function of the “web server 202” is to “provide[] the *connection* to the network 108.” Sheth, 3:66-67 (emphasis added). The application, on the other hand, provides the communication capability in between the buyer and the seller. Sheth, 3:67-4:2. The web server does not even communicate with the buyer, the seller, or the project, much less be “constructed and arranged to communicate with said personal base instance.” *Id.* Accordingly, the web server referenced in Sheth does not anticipate a “personal base server” or a “personal base server being constructed and arranged to communicate with said personal base instance.” The disclosure of generic servers such as the web server cannot serve as the basis for a rejection of all types of servers, including a personal base server, because the disclosure of a very broad genus does not render obvious a particular implementation when the disclosure contains no express teachings about the broadly disclosed genus. *See, e.g.*, MPEP § 2144.08 (II)(A) (describing the obviousness analysis for a broadly disclosed genus and a claimed species in the context of chemical compositions, and noting that the requirement of unobviousness is no different in chemical cases than other categories of patentable inventions).

Sheth also fails to anticipate “the personal base instance configured to . . . communicate with the personal base server” as required in independent claims 1 and 52. As discussed above in Sheth, the web server cited by the Office Action as the personal base server only provides a communication to the Internet. Sheth, 3:66-67. It does not communicate with the buyer, seller or the project initiated by the buyer. Sheth, 4:19-24. For similar reasons, Sheth also fails to disclose “the personal base instance configured to . . . communicate with at least one third party through the personal base server” in independent claims 1 and 52. The buyer uses the application module in the website, not the web server, for posting information to the project workspace and for communicating with the seller. 7:36-44. Accordingly, for at least these reasons, the independent claims are distinguishable over the prior art disclosed in the Sheth reference.

With respect to claims 2, 3, 4, and 5 Sheth does not disclose “a database [or data storage] in functional communication with said personal base instance.” Sheth does not disclose “a personal base instance.” As claims 2, 3, 4, and 5 depend from claim 1, Sheth does not disclose the requirements of these claims for the same reasons stated above with respect to claim 1. Also, Sheth discusses a “database [that] includes memory storage of information received from the buyer terminal 104 and the seller terminal 106 and information generated by the application 204.” Sheth, 4:4-7. However, claim 2, for instance, requires that the database be “in functional communication with said personal base instance” and that the database be “constructed and arranged to store data originating from said personal base instance.” The storing of information disclosed in Sheth is not the same as the limitations of these claims. As a result, Sheth does not disclose all the requirements of claims 2, 3, 4, and 5.

As claims 8, 9, 10, and 12 depend from claim 1, for the reasons stated above with respect to claim 1 Sheth does not disclose all the requirements of claim 1 from which these claims depend.

With respect to claims 13 and 14, Sheth does not disclose “said node of said system in communication with said personal base server is another software process” or that “said personal base server is a third party institution” as required by these claims. Sheth discusses a seller and buyer with regards to the details and acceptance of a project. Sheth, 7:35-44. Sheth discusses “a web server 202, an application 204 and a database 206.” Sheth 3:64-66. Sheth does not disclose “a third party institution.” Sheth does not discuss that either the buyer or seller is a third party institution. Likewise, Sheth does not discuss whether the buyer and seller are operating a personal base server as “another software process.” Thus, the buyer and seller system discussed in Sheth does not disclose these requirements of claims 13 and 14.

As for claim 33, Sheth does not disclose “at least one special layer devoted to a specific function.” The cited reference to Sheth discusses an auction website where the “seller may [] participate in an auction for a project by bidding 1010 on that project. The buyer chooses 1012 one or more winning sellers.” Sheth, 7:38-40. Sheth does not disclose “said personal base” as stated above with respect to claim 1 from which claim 33 depends. Rather, Sheth discusses “a user-specific page 902 on the website 102.” Sheth, 7:7. Neither the user-specific page nor the

auction bidding constitute a “special layer devoted to a specific function.” The user-specific page is not discussed by Sheth to be a “special layer” of a “personal base process.” Thus, Sheth does not disclose the requirements of claim 33.

As claim 36 and 37 depend from claim 33 which depends from claim 1, Sheth does not disclose the requirements of claims 36 and 37 for the above stated reasons. Also, Sheth does not disclose “said special layer is devoted to scheduling information.” Sheth discusses a buyer posting a project and a seller participating “in an auction for a project by bidding 1010 on that project.” Sheth, 7: 35-39. Sheth does not disclose a post by the buyer or a bid by the seller as a “special layer [that] is devoted to scheduling information” as required by claim 33. Likewise, Sheth does not disclose a “special layer [that] is devoted to scheduling messages” as required by claim 37.

Rejections under 35 U.S.C. §103

Claims 11, 15-26 and 32 were rejected under 35 U.S.C. 102(e) as being unpatentable over Sheth et al (U.S. Patent No. 7,069,242) in combination with knowledge generally available and well-known in the art. Claim 35 was rejected under 35 U.S.C. 103(a) as being unpatentable over Sheth et al (US Patent No. 7,069,242) in view of Bukow (US Patent No. 6,567,784). Claims 6, 7, 27-30 and 34 were rejected under 35 U.S.C. 103(a) as being unpatentable over Sheth, et al. (U.S. Patent No. 7,069,242) in view of Moshfeghi (U.S. Patent No. 6,076,166). Applicant respectfully traverses and submits the cited art combinations, even if proper, which Applicant does not concede, do not render the claimed embodiment of the invention obvious.

In order to establish a *prima facie* case of obviousness, the references cited by the Office Action must disclose all claimed limitations. *In re Royka*, 490 F.2d 981, 180 U.S.P.Q. 580 (C.C.P.A. 1974). Furthermore, according to § 2143 of the Manual of Patent Examining Procedure, to establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable

expectation of success must both be found in the prior art, not in Applicant's disclosure. *In re Vaeck*, 947 F.2d 488, 20 U.S.P.Q.2d 1438 (Fed. Cir. 1991).

The Office Action states:

Claims 11, 15-26, 32 rejected under 35 U.S.C. 102(e) as being unpatentable over Sheth, et al. (U.S. Patent No. 7,069,242)

Office Action, page 5.

Applicant disagrees. As claim 11 depends from claim 1, Sheth does not disclose or make obvious the requirements of claim 11 for reasons stated above with respect to claim 1. With regards to obviousness, the Office action states that "that multiple servers can host a single personal base service as is the case when multiple servers are used to host a single website" would have obvious in view of Sheth. Office Action page 6, para. 16. It is known in the art to use multiple servers to host a single website. However, in the present Application the servers are not merely hosting a website, rather the servers are personal base servers. The present Application requires in claim 1 (from which claim 11 depends) that "said personal base server constructed and arranged to communicate with said personal base instance and at least one of said nodes of said computer system other than said user." The personal base server of this Application is not the same as a server to host a website. One of ordinary skill in the art would not find it obvious to use a "second personal server" to communicate with a first "personal base server" where the personal base servers are "constructed and arranged to communicate with said personal base instance." Communicating with a personal base instance is not the same as hosting a website. Thus, Sheth does not make obvious the requirements of claim 11.

As claims 15-26, 31 depend from claim and claim 32 depends from claim 1, Sheth does not disclose all the requirements of these claims for the reasons stated above for claim 1.

The Office Action states:

Claim 35 rejected under 35 U.S.C. 103(a) as being unpatentable over Sheth et al (US Patent No 7,069,242) in view of Bukow (US Patent No. 6,567,784).

Office Action, page 6.

Applicant disagrees. As claim 35 depends from claim 33 which, in turn, depends from claim 1, Sheth does not disclose the all the requirements of claim 35 for the reasons stated above

with respect to the independent claims. Further, Bukow does not disclose a “special layer [] devoted to employer information.” Rather, Bukow discusses gathering information about a worker through use of surveys or HTML forms. Bukow, 4:21-26. Bukow discusses a system that “supports matching projects and workers.” Bukow, 2:17. The gathering of employee information is not the same as a “special layer [] devoted to employer information.” Bukow discusses “a web enabled system for matching projects and workers” rather than a “personal base process” as required by claim 1 and its dependent claims. Bukow, 1:9-10. One of ordinary skill in the art would not find obvious the “special layer [] devoted to employer information” required by claim 35 in view of the matching system discussed in Bukow.

The Office Action states:

Claims 6, 7, 27-30 and 34 rejected under 35 U.S.C. 103(a) as being unpatentable over Sheth, et al. (U.S. Patent No. 7,069,242) in view of Moshfeghi (U.S. Patent No. 6,076,166).

Office Action, page 6.

Applicant disagrees. Sheth in view of Moshfeghi does not disclose each limitation of claim 6 and 34 for the reasons stated above with respect to claims 1 and 33 from which claims 6 and 34 depend, respectively. . Moshfeghi discusses an “intranet of a hospital ... including a personalized web server.” Moshfeghi, 2: 8-10. Moshfeghi does not disclose a “personal base server [that] has a dedicated medical layer” as required by claim 6. It would not have been obvious to one of ordinary skill in the art in view of Moshfeghi for the personal base server of this Application to have a “dedicated medical layer.” For these same reasons, it would not have been obvious to one of ordinary skill in the art in view of Moshfeghi for the “personal base process to have a “special layer [that] is devoted to medical information” as required by claim 34.

As claim 7 depends from claim 6 which depends from claim 1, Sheth in view of Moshfeghi does not disclose or make obvious the requirements of claim 7 for the reasons stated above with respect to claims 1 and 6.

As claims 27-30 depend from claim 1, Sheth in view of Moshfeghi does not disclose or make obvious the requirements of claims 27-30 for the reasons stated above with respect to claim 1.

CONCLUSION

Applicant has now made an earnest effort to place this case in condition for allowance in light of the amendments and remarks set forth above. Applicant respectfully requests reconsideration of Claims 1-37, 51 and 52.

Applicant does not believe any fees are necessary with the submitting of this response. Should any fees be required, Applicant requests that the fees be debited from deposit account number 02-0383.

Respectfully submitted,

/Bradley S. Bowling/

Bradley S. Bowling

Reg. No. 52,641

Baker Botts L.L.P. (023640)

910 Louisiana

Houston, Texas 77002

Telephone: (713) 229-1802

Facsimile: (713) 229-7702

E.Mail: brad.bowling@bakerbotts.com

ATTORNEY FOR APPLICANT

Date: August 27, 2007